

RELEASE AND SETTLEMENT AGREEMENT

Emilio Randall and Stella Randall ("RANDALLS") desire to settle and discharge any and all claims which have or could have been asserted by the RANDALLS against the City of Espanola and its current and/or former employees, agents, predecessors and successors, elected officials, officers, representatives, attorneys, and insurers ("Released Parties") as a result of an incident occurring on July 17, 2013, in Rio Arriba County, New Mexico ("incident") and claims alleged in the matter of *Emilio Randall and Stella Randall v. City of Espanola, Solomon Romero, Greg Esparza, Richard Trujillo, Dustin Chavez, and Eric Garcia*, Cause No. 16-CV-00085 JB/KK.

The parties agree as follows:

1. The City of Espanola will pay the total sum of six hundred fifty thousand dollars (\$650,000.00) in full settlement of all claims and demands against the Released Parties resulting from or relating to the incident and all claims and demands made in or relating to all other claims which the RANDALLS may have against the Released Parties, including attorneys' fees, costs of suit, subrogation claims, or claims made by third parties. The RANDALLS forever release all claims that have been brought, or that could have been brought, in the matter of *Emilio Randall and Stella Randall v. City of Espanola, Solomon Romero, Greg Esparza, Richard Trujillo, Dustin Chavez, and Eric Garcia*, filed in the United States District Court for the District of New Mexico, Cause No. 16-CV-00085 JB/KK.

2. The distribution of settlement proceeds will be made in three separate checks as follows:

One hundred ninety-one thousand, five hundred sixty dollars (\$191,560.00): Stella Randall

One hundred ninety-one thousand, five hundred sixty dollars (\$191,560.00): Emilio Randall

Two hundred sixty-six thousand, eight hundred eighty dollars (\$266,880.00): Rothstein, Donatelli, Hughes, Dahlstrom, Schoenburg & Bienvenu, LLP

3. The RANDALLS, their assigns, and successors hereby fully and unconditionally dismiss, release, and forever discharge the Released Parties and their representatives, officials, employees, predecessors and successors, insurers, attorneys, agents, and assigns from any and all claims (including attorneys' fees and costs of suit), charges, causes of action, subrogation claims, or demands of any kind and nature whatsoever arising out of this lawsuit and the incident, whether asserted or not, except any such release is null and void as to any Released Party who brings a claim against the Randalls or either of them.

4. The RANDALLS hereby represent that they are unaware of any subrogation claims, liens, or other third parties who have insured, paid, or indemnified them in connection with the losses or expenses claimed as damages in this lawsuit other than Medicare. If any such subrogation claims or other demands are presented, and as to claims by Medicare, the RANDALLS agree to pay or to settle all such demands from the proceeds of this settlement and indemnify and hold the Released Parties harmless from any and all such claims. In addition, the RANDALLS agree to reimburse the Released Parties for all reasonable attorneys' fees and costs in defending against any such subrogation claims or demands by third parties.

5. The RANDALLS acknowledge that the consideration received under this Settlement Agreement is intended to and does release and discharge the Released Parties, their agents, representatives, successors, assigns, and insurers from any claims or consequences arising from the incident and hereby waive any right to assert in the future any claims not known or suspected. Even if such knowledge of any future claims were to be material, the RANDALLS acknowledge that the terms of this Settlement Agreement remain in force and the RANDALLS may not assert these claims against the Released Parties.

6. The RANDALLS agree to pay their attorneys' fees and other legal costs from the settlement proceeds. The Released Parties are not responsible for the RANDALLS' legal fees or costs.

7. All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of § 104(a)(2) of the Internal Revenue Code of 1986, as amended.

8. The RANDALLS are responsible for any and all tax liabilities, if any, relative to the proceeds of this settlement. The RANDALLS acknowledge that neither the Released Parties nor their attorneys have made any representations whatsoever as to any tax consequences the RANDALLS may incur as a result of the settlement.

9. This Agreement is not, and shall not be construed to be, an admission of fault or wrongdoing on the part of the Released Parties. The Released Parties have entered into this Agreement based solely on the consideration of the economic costs, including the time and expense of litigation, not on any admission of liability. The Released Parties have always denied and will continue to deny any liability whatsoever. This is a settlement of disputed claims and is privileged and may not be used in any other litigation pursuant to Evidence Rule 408.

10. The RANDALLS acknowledge that the Released Parties have not made any promises or representations other than those recited in this Agreement to induce them to enter into this Agreement.

11. The terms of this Agreement are contractual, fully enforceable, and are not mere recital.

12. In the event that any paragraph or portion of this Agreement should be later determined unenforceable, all other paragraphs of this Agreement shall remain in full force and effect.

13. This Agreement contains the entire agreement between the RANDALLS and the Released Parties with regard to the matters set forth herein. There are no other understandings or agreements, oral or otherwise, between the parties except as expressly set forth herein.

14. The RANDALLS affirm that they are competent to enter into this settlement agreement.

15. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico.

16. WE HAVE CAREFULLY READ THIS RELEASE, FULLY UNDERSTAND ITS
TERMS, AND HAVE DISCUSSED THIS RELEASE WITH MY ATTORNEY.

Emilio Randall
EMILIO RANDALL

STATE OF NEW MEXICO)
COUNTY OF SANTA FE)
) ss

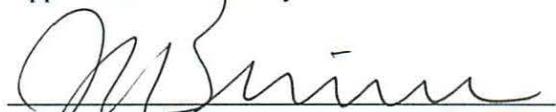
SUBSCRIBED and SWORN TO before me this 15th day of July, 2016, by

Emilio Randall.

Notary Public
My Commission Expires: 07-17-2018



Approved as to form by:



Attorney for Emilio Randall



STELLA RANDALL

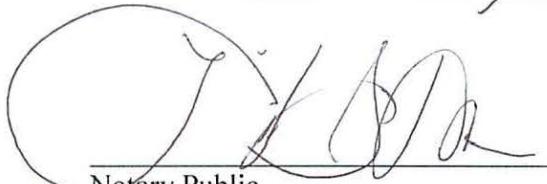
STATE OF NEW MEXICO

)

COUNTY OF SANTA FE

)
ss
)

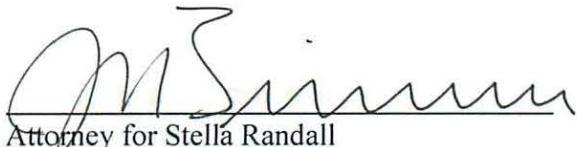
SUBSCRIBED and SWORN TO before me this 15TH day of JULY, 2016, by



Linda S. McCain

Notary Public
My Commission Expires: 07-17-2018

Approved as to form by:



Attorney for Stella Randall